

**CAITLIN O'CONNOR**

**VS.**

**LAMPO GROUP**

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**Attorneys Eyes Only**

**JACKSON GALLOWAY**

**August 06, 2021**



**Jerri L. Porter, RPR, CRR, CLR, LCR**

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IN THE UNITED STATES DISTRICT COURT  
FOR the MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

**CAITLIN O'CONNOR,**

**Plaintiff,**

vs. Case No. 3:20-cv-00628

**THE LAMPO GROUP, LLC,  
a/k/a RAMSEY SOLUTIONS,**

**Defendant.**

\* \* \* CONFIDENTIAL \* \* \*

\*\*\*ATTORNEYS' EYES ONLY\*\*\*  
(UNTIL FURTHER DETERMINATION)

## **Videoconference Deposition of:**

**JACKSON GALLOWAY, JR.**

Taken on behalf of the Plaintiff  
August 6, 2021

**Commencing at 9:28 a.m. CST**

**Elite-Brentwood Reporting Services**  
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1  
2           A P P E A R A N C E S  
3

4       **For the Plaintiff:**

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24       **Also present:**

25           DANIEL CORTEZ, Ramsey Solutions General Counsel  
26           ARMANDO LOPEZ, Ramsey Solutions Corporate Rep  
27



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2       S   T   I   P   U   L   A   T   I   O   N   S

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4                  The video deposition of JACKSON GALLOWAY,  
5 JR. was taken by counsel for the Plaintiff, by  
6 Notice, with all participants appearing at their  
7 respective locations, on August 6, 2021, for all  
8 purposes under the Federal Rules of Civil  
9 Procedure.

10                 All formalities as to caption, notice,  
11 statement of appearance, et cetera, are waived.  
12 All objections, except as to the form of the  
13 question, are reserved to the hearing, and that  
14 said deposition may be read and used in evidence in  
15 said cause of action in any trial thereon or any  
16 proceeding herein.

17                 It is agreed that Jerri L. Porter, RPR,  
18 CRR, Notary Public and Licensed Court Reporter for  
19 the State of Tennessee, may swear the witness, and  
20 that the reading and signing of the completed  
21 deposition by the witness is not waived.

22

23

24                 / /

25                 / /

1  
2                   \*       \*       \*

3  
4                   THE REPORTER: Good morning. My name is  
5                   Jerri Porter. I am a Tennessee Licensed Reporter,  
6                   LCR Number 335. Today's date is August 6, 2021, and  
7                   the time is approximately 9:28 a.m. Central Standard  
8                   Time.

9                   This is the deposition of Jack Galloway  
10                  in the matter of O'Connor versus The Lampo Group,  
11                  LLC, also known as Ramsey Solutions, Case Number  
12                  3:20-cv-00628 in the United States District Court  
13                  for the Middle District of Tennessee, Nashville  
14                  Division.

15                  At this time, I will ask counsel to  
16                  identify yourselves, state whom you represent, and  
17                  agree on the record that there is no objection to  
18                  Jerri Porter administering a binding oath to the  
19                  witness via Zoom.

20                  MS. COLLINS: Heather Collins for the  
21                  plaintiff, no objection to the administration of the  
22                  oath via Zoom.

23                  MS. SANDERS: This is Leslie Sanders for  
24                  defendants. With me is Jack Galloway, also Daniel  
25                  Cortez and Armando Lopez. We are all in the same

1 room. And there is no objection to you  
2 administering the oath via Zoom. Thank you.

3 \* \* \*

4 JACKSON GALLOWAY, JR.,

5  
6 was called as a witness, and after having been duly  
7 sworn, testified as follows:

8  
9 EXAMINATION

10 QUESTIONS BY MS. COLLINS:

11 Q Good morning. Could you state your full name  
12 for the record, please.

13 A Jackson Galloway, Jr.

14 Q And what is your address?

15 A [REDACTED]

16 [REDACTED]  
17 Q And where are you currently employed?

18 A Ramsey Solutions.

19 Q How long have you been there?

20 A Twenty-one years.

21 Q What is your current job title?

22 A Chief people officer.

23 Q How long have you held that role?

24 A Approximately four and a half months.

25 Q All right. What does the chief people

1           officer do?

2       A       I am the board member responsible for human  
3           resources.

4       Q       Is that a new role?

5       A       Yes, it is.

6       Q       Okay. Why was that role created or what's  
7           your understanding as to why that role was created?

8       A       This role was created because our company is  
9           intending to scale from approximately a thousand  
10          people to approximately 3,000 people over the next  
11          few years, and we wanted to be more prepared in our  
12          human resources area to meet our company as we  
13          scale.

14      Q       Okay. Do you have a human resources  
15          background?

16      A       No, I do not.

17      Q       Okay. What position did you hold before  
18          chief people officer?

19      A       I was the senior executive vice president of  
20          business to business.

21      Q       How long did you hold that role?

22      A       I was in that role -- I was in -- I was in  
23          the same role that changed titles, if you will, over  
24          a long period of time. That role was created  
25          approximately four to five years ago. Prior to that

1 my title was executive vice president of business to  
2 business. Prior to 2012, my title was vice  
3 president of endorsed local providers.

4 Q Okay. Are you on the board of directors?

5 A I am on our operating board.

6 Q Okay. How long have you been on the  
7 operating board?

8 A Since 2012.

9 Q Are you a member of the human resources  
10 committee, the HRC?

11 A Yes, I am.

12 Q Were you a member of the HRC in -- well, how  
13 long have you been on the HRC?

14 A Since 2012.

15 Q Okay. Are you familiar with Ramsey's  
16 policies?

17 A Yes, I am.

18 Q Okay. Now, when you were the vice president  
19 of business to business, who did you report to?

20 A I was the executive vice president of  
21 business to business and I reported to our operating  
22 board.

23 Q Okay. When you were senior or executive vice  
24 president of business to business, did anyone report  
25 to you directly?

1 A Yes.

2 Q Who?

3 A I had -- would you like names and positions?

4 Q Well, let's just break it down a little bit.

5 How many people reported to you, approximately? It  
6 doesn't have to be exact.

7 A Okay. I probably had, though it varied at  
8 different times, five direct reports who were  
9 responsible for a total of a few hundred people.

10 Q Okay. Who were your primary direct reports?  
11 Who were those five people?

12 A Walt Yates. We shared -- I was not his  
13 primary leader, but he did also report to me. Jim  
14 Ebert, same situation, more than one leader, but he  
15 did report to me. Brian Hamilton reported directly  
16 to me. Jim King reported directly to me. Daniel  
17 Tardy reported directly to me. And the last area  
18 changed over time, but who are still employed here,  
19 Jason Blake reported to me and Darrell Moore  
20 reported to me.

21 Q Okay. All right. And a moment ago you  
22 mentioned that you're familiar with Ramsey policies.  
23 And are you familiar with how they're to be  
24 enforced?

25 A Yes.

1 Q Okay. And have you played a role in the  
2 enforcement of Ramsey's policies?

3 A Yes.

4 Q Do you have any authority to hire or fire  
5 employees?

6 A I share authority to hire or fire. I do make  
7 some final hiring decisions. We rarely make single  
8 termination decisions without consulting other board  
9 members or our human resources committee. But I do  
10 have that authority.

11 Q Okay. Have you had any specific training in  
12 Title VII or anything like that? Title VII of the  
13 Tennessee Human Rights Act.

14 A Not formal training.

15 Q Okay. What sort of informal training have  
16 you had in it?

17 A Armando Lopez reports to me and he has had  
18 formal training in that, and I lean on him, as well  
19 as Daniel Cortez for anything that might involve  
20 Title VII or other legalities.

21 Q Okay. Was that the case in 2020?

22 A In -- yes. Can you be more specific as to  
23 what part of 2020? My role changed -- I guess my  
24 role actually changed in March of this year. So in  
25 2020 I was still the senior executive vice president

1 and not in human resources.

2 Q Okay. So before this year when you got --  
3 when you changed to the chief people officer role,  
4 you had not had that informal interaction with  
5 Armando or Daniel Cortez about Title VII or THRA,  
6 right?

7 A I would say I have had some informal  
8 conversation with them about that as it related to  
9 business contracts or human resources committee.

10 Q Okay. So, is it fair to say in 2020 you  
11 didn't really have any specific knowledge as to  
12 whether a particular employment action would have  
13 potentially violated Title VII or the Tennessee  
14 Human Rights Act?

15 A I was on the human resources committee, HRC,  
16 at that time, so I would not agree with that  
17 statement.

18 Q Okay. What about that statement do you not  
19 agree with?

20 A The HRC does -- would you mind repeating the  
21 original question?

22 MS. COLLINS: Sure.

23 Jerri, can you repeat the original  
24 question. I never can remember what it is.

25 / /

(The requested testimony was read back by the court reporter as follows:

"Question: So, is it fair to say in 2020 you didn't really have any specific knowledge as to whether a particular employment action would have potentially violated Title VII or the Tennessee Human Rights Act?

"Answer: I was on the human resources committee, HRC, at that time, so I would not agree with that statement.

"Question: Okay. What about that statement do you not agree with?" )

THE WITNESS: I was familiar with employment decisions at that time.

BY MS. COLLINS:

Q Okay. You were familiar with employment decisions, but were you familiar with the various ins and outs of Title VII or the Tennessee Human Rights Act?

A I was familiar with it in a layman's position, familiar with its purpose and what it's for, but for anything more technical, I would have consulted Armando Lopez or Daniel Cortez.

Q Now, what is your understanding as to the basis of the righteous living core value?

1 A The basis of it was that it was a cultural  
2 value when our company began that we would have a  
3 workplace free from -- free from people having sex  
4 with people that they're not married, free from  
5 gossip, free from dishonesty. The value itself was  
6 there in the beginning, and we gave language to it  
7 later.

8 Q Okay. Where did that value come from?

9 A It was a part of our culture from the  
10 beginning of our company's existence, that we all as  
11 employees adopted and fostered. That was before  
12 there was a board. And later our board took those  
13 values that we were already fostering in our company  
14 and tried to give language to them so that we could  
15 better communicate them.

16 Q Okay. And when you say that you gave  
17 language to them to better communicate them, are you  
18 just referring to the written out statement of core  
19 values?

20 A Yes.

21 Q Okay. And a moment ago you referred to we,  
22 when we first started we had these cultural values.  
23 Who is the "we" that you're referring to?

24 A In the early days, it would have been our  
25 small group of employees. Once our board was

1 formed, it would have been our operating board.

2 Q So did the operating board come up with the  
3 core values like when it was written out?

4 A The operating board took core values that we  
5 were already practicing and gave some language to  
6 them. When I say gave language, I mean wordsmithed  
7 them down so that they were things that we could  
8 communicate and would be remembered.

9 Q Okay. And when you say giving language to  
10 them and wordsmithing them, was the purpose of that  
11 so the employees would know what they were?

12 A Yes. It was to make them very clear for  
13 particularly new employees that we could communicate  
14 these values and why they were important and what  
15 they meant.

16 Q And no gossiping is a separate core value; is  
17 that correct?

18 A That's correct.

19 Q But you mentioned no premarital sex. That is  
20 not a separate core value, is it?

21 A That is correct.

22 Q Why did you -- why did y'all decide when  
23 y'all were wordsmithing these core values to  
24 communicate them to the employees not to include a  
25 prohibition against premarital sex in writing?

1 A Because righteous living means more than  
2 having premarital sex.

3 Q Okay. What other components does righteous  
4 living encompass?

5 A Righteous living would encompass  
6 relationships between two people that weren't  
7 married to each other, that were married to other  
8 people in the office that did not include sex. It  
9 would encompass how we choose to make decisions as  
10 individuals that represent our company.

11 Broader than that, it is a principle and not  
12 having premarital sex is a specific example of  
13 living out that principle. And I really should say  
14 sex outside of marriage more than premarital.

15 Q Where is the notion that sex outside of  
16 marriage is prohibited, is not living righteously?

17 A It is found in the Bible. It's a biblical  
18 principle and we seek to run our company in a  
19 biblical way, the best that we can interpret that.

20 Q Okay. So, in seeking to run the company in a  
21 biblical way, is the company imposing biblical or  
22 Christian beliefs on its employees?

23 A Our brand is one that we openly talk about  
24 being a Judeo-Christian value system. We discuss  
25 that in our policies and procedures handbook.

**Attorneys Eyes Only**

1 Q Okay. So, you impose that Judeo-Christian  
2 value system on your employees and expect the  
3 employees to adhere to that Judeo-Christian value  
4 system; is that correct?

5 MS. SANDERS: Object to the form.

6 You can answer it.

7 THE WITNESS: Would you mind to repeat  
8 the question?

9 MS. COLLINS: Sure.

10 Jerri, can you repeat that back for me.

11 (The requested question was read back by  
12 the court reporter as follows:

13 "Question: Okay. So, you impose that  
14 Judeo-Christian value system on your employees and  
15 expect the employees to adhere to that  
16 Judeo-Christian value system; is that correct?")

17 THE WITNESS: As best we are able to  
18 interpret what the Bible says, that is what we seek  
19 to do.

20 BY MS. COLLINS:

21 Q Okay. You seek to impose your  
22 interpretation, Ramsey Solutions' interpretation of  
23 the Bible on its employees. Is that what you're  
24 saying?

25 A We seek biblical principles, and out of that

1 we might have an example of not having sex outside  
2 of marriage that comes from that principle. We are  
3 not using the Bible as our policies and procedures  
4 handbook.

5 Q Okay. But you're imposing a biblical  
6 principle on the employees, a biblically based  
7 principle on the employees?

8 MS. SANDERS: Object to the form.

9 You can answer.

10 THE WITNESS: We feel that not having  
11 sex outside of marriage is biblical and it is part  
12 of our righteous living core value.

13 BY MS. COLLINS:

14 Q And the employees are expected to adhere to  
15 that if they want to keep their job; is that  
16 correct?

17 A That's correct.

18 Q Have you ever had a situation where an  
19 employee came to you, or that you're aware of, and  
20 they said that, you know, one of these biblical  
21 principles did not align with their religious  
22 beliefs?

23 A Not that I recall.

24 Q Okay. Would you hire someone if during the  
25 hiring phase that came out that their religious

1 beliefs did not align with biblical principles?

2 A That has never happened before and I can't  
3 say.

4 Q Okay. To your knowledge, has the company  
5 ever hired someone that was not Christian?

6 A That's not a question we ask during our  
7 interview process, so I do not have knowledge of  
8 that.

9 Q Okay. Potential candidates are usually --  
10 they usually go to a dinner is my understanding. Is  
11 that correct?

12 A That is correct.

13 Q Okay. And what is the purpose of the dinner?

14 A The purpose of the dinner is if they are  
15 married, that their spouse joins us for dinner to  
16 agree that the candidate that we're interviewing is  
17 a good fit for the position, that culturally the  
18 candidate is aligned with our mission and where  
19 we're going, and to give them a chance to meet the  
20 candidate's potential leaders or ask questions.

21 Q Okay. When you say culturally aligned with  
22 your mission, what does that mean?

23 A That we exist to help people, we exist to  
24 educate and teach people. We have some specific  
25 beliefs about debts and smart ways to use your

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1 money. So we want to hire people that are aligned  
2 with that mission of helping people, educating  
3 people, and teaching people better ways to use their  
4 money before they join our team.

5 Q Is it typical to also ascertain whether or  
6 not they will adhere to your core values?

7 A Yes.

8 Q Okay. So y'all make the core values known to  
9 potential candidates when you're hiring them  
10 before --

11 (Overlapping speech.)

12 A Yes, we do.

13 Q Okay. Do you -- do you know if Ramsey  
14 Solutions has a particular practice of discussing  
15 the righteous living core value?

16 A Yes, we do.

17 Q Okay. What about the prohibition against sex  
18 outside of marriage?

19 A Yes, we do.

20 Q Okay. Is there any sort of training or  
21 script that leaders or other people go through that  
22 are meeting with potential candidates for these  
23 dinners?

24 A Not formal training.

25 Q Okay. And the concept of sex outside of

1 marriage, you said that you believe that is  
2 biblically based; is that right?

3 A That's correct.

4 Q Okay. And that -- just to be clear, that's  
5 the Christian Bible, right?

6 A That is correct.

7 Q But sitting here today, do you know where in  
8 the Bible or what story that's associated with?

9 A I'm unable to give you chapter and verse, but  
10 there are multiple instances in the Bible where  
11 sexual immorality or sexual impurity are prohibited.

12 Q And what does that have to do with debt or  
13 smart ways to use your money?

14 A I'm not able to give you a clear correlation  
15 between getting out of debt and not having sex  
16 outside of marriage.

17 Q Okay. A moment ago I was asking you a little  
18 bit about your familiarity with Title VII and the  
19 Tennessee Human Rights Act. You understand that  
20 generally it prohibits -- both of those laws  
21 prohibit discrimination, right?

22 A I do, yes.

23 Q Okay. And discrimination means to treat  
24 differently. Do you have that understanding?

25 MS. SANDERS: Object to the form.

1                    You may answer.

2                    THE WITNESS: I don't know that I would  
3 agree with those exact words being the definition of  
4 that word, but I agree with your general definition  
5 of the word.

6 BY MS. COLLINS:

7 Q                Okay. What about that do you not agree with?

8 A                I would describe discrimination as treating  
9 not only differently but also usually unfairly based  
10 on the protected classes in Title VII.

11 Q                Okay. And do you understand that sex and  
12 pregnancy are protected classes under Title VII and  
13 the Tennessee Human Rights Act, correct?

14 A                Yes, I do.

15 Q                Okay. And religion is as well.

16 A                Yes.

17 Q                And that even within the Christian religion,  
18 there are many different interpretations of the  
19 Bible.

20 A                Yes.

21 Q                Okay. And so if an employee has a different  
22 interpretation of the Bible than Ramsey's  
23 interpretation, in particular with respect to sex  
24 outside of marriage, then would you agree that that  
25 would be a form of discrimination if they're treated

1 differently or terminated because of that?

2 MS. SANDERS: Object to the form.

3 You can answer.

4 THE WITNESS: We do not seek to use the  
5 Bible as our policy handbook and enforce our  
6 interpretation of everything in the Bible into the  
7 workplace. We have taken the principle of having a  
8 workplace free of gossip, free of dishonesty, free  
9 of having sex outside of marriage, and we have  
10 created a core value that is in our policies and  
11 procedures handbook that is called righteous living,  
12 and we specifically discuss with our team in the  
13 hiring process and once they're here that having sex  
14 with someone you're not married to would violate  
15 that core value.

16 BY MS. COLLINS:

17 Q Okay. If an employee does not share that  
18 belief, if they -- you know, if their interpretation  
19 of the Bible is that sex outside of marriage is not  
20 prohibited, then when Ramsey composes that belief on  
21 its employees, that's treating the employee  
22 differently because they have a different belief  
23 than Ramsey Solutions. Is that not correct?

24 MS. SANDERS: Object to the form.

25 THE WITNESS: I have not had an

1 experience where someone shared that they disagreed  
2 with that based on their religious interpretation.

3 BY MS. COLLINS:

4 Q Okay. But if they have sex outside of  
5 marriage, would that indicate that they disagree  
6 with Ramsey's interpretation of the Bible that it's  
7 prohibited?

8 MS. SANDERS: Object to the form.

9 You can answer it.

10 THE WITNESS: I'm not able to speak to  
11 what they agree with or disagree with when they  
12 choose to do that.

13 BY MS. COLLINS:

14 Q But you would agree with me that  
15 discrimination on the basis of religion is also  
16 illegal under Title VII and the Tennessee Human  
17 Rights Act, correct?

18 A I would agree.

19 Q Okay. And that also includes different  
20 beliefs in the Bible?

21 A Are you asking me a question?

22 Q Yes. That you would agree with me that also  
23 discrimination on the basis of religion also  
24 includes different beliefs in what the Bible says  
25 and requires.

**Attorneys Eyes Only**

1 MS. SANDERS: Object to that form.

2 You can answer.

3 THE WITNESS: I'm not able to clearly  
4 answer whether or not discrimination in Title VII  
5 encompasses different beliefs of the Bible.

6 BY MS. COLLINS:

7 Q Okay. And Ramsey has terminated employees  
8 for having sex outside of marriage, right?

9 A When you say Ramsey, would you be more  
10 specific?

11 Q Ramsey Solutions, the company.

12 A That is correct.

13 Q Okay. And the reason they terminated those  
14 employees when they found out they had sex outside  
15 of marriage was based on that biblical belief that  
16 that's prohibited; is that correct?

17 A That is correct.

18 Q Now, were you involved at all in the  
19 termination of Caitlin O'Connor?

20 A I was not. I was actually out of town that  
21 particular week on vacation.

22 Q Okay. Do you have any understanding as to  
23 the reasons for her termination?

24 A Yes, I do.

25 Q Okay. What is your understanding?

1 A My understanding is that she had sex outside  
2 of marriage and came to Armando Lopez with that  
3 information and was terminated for having sex  
4 outside of marriage, violating the righteous living  
5 core value.

6 Q Okay. So, she was terminated for not  
7 adhering to Ramsey Solutions' interpretation of the  
8 biblical principle?

9 A She was terminated for violating our core  
10 value of righteous living which includes having sex  
11 outside of marriage.

12 Q And that is based on a biblical principle; is  
13 that correct?

14 A That's correct.

15 Q Okay. And when you say she came to Armando  
16 Lopez with information, was that information that  
17 she was pregnant?

18 A It was.

19 Q Okay. So, the basis of Ramsey Solutions'  
20 knowledge that she engaged in sex outside of  
21 marriage was when she came to notify the company  
22 that she was pregnant?

23 MS. SANDERS: Object to the form.

24 You may answer.

25 THE WITNESS: That was when the

1 knowledge that she had had sex outside of marriage  
2 came to light.

3 BY MS. COLLINS:

4 Q Okay. And at that same time, she also  
5 requested information about the Family Medical Leave  
6 Act, correct?

7 A Correct.

8 Q Okay. And so when Caitlin O'Connor came to  
9 the company and informed them that she was pregnant  
10 and requested information about the Family Medical  
11 Leave Act, she was ultimately terminated after  
12 making that notification; is that correct?

13 A Ultimately.

14 Q Okay. And that was based on the biblically  
15 based righteous living core value.

16 A Yes.

17 Q Okay. Now, a moment ago when we were talking  
18 about the righteous living core value, you also  
19 mentioned one of the components that is relationship  
20 with two people not married to each other that's not  
21 sex. What did you mean by that?

22 A Sex outside of marriage is not the only thing  
23 a person might do that violates that principle.  
24 There are other things that we would ask questions  
25 about or give warnings about short of sex outside of

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1 marriage. And our default is not termination. Our  
2 default is to try to correct the behavior. Sex  
3 outside of marriage is where we have drawn the line  
4 to say a person must leave our company when that  
5 happens.

6 Q Okay. Well, how is sex defined by the  
7 company, that it would give rise to an automatic  
8 termination?

9 A Sexual intercourse outside of marriage.

10 Q Okay. And does that include oral sex?

11 A It does not.

12 Q Who made that decision?

13 A Our operating board chose sexual intercourse  
14 outside of marriage as the line at which a person  
15 must leave and the assumption is termination at that  
16 point. Things short of that are more case by case  
17 and more at least open for discussion.

18 Q Okay. Does the Bible -- is that biblically  
19 based, that oral sex might be okay but intercourse  
20 is not?

21 MS. SANDERS: Object to the form.

22 You can answer that.

23 THE WITNESS: I am unaware where the  
24 Bible makes a distinction between those two things.

25 / /

1 BY MS. COLLINS:

2 Q Okay. Do you know if the Bible makes a  
3 distinction between different types of relationships  
4 outside of marriage?

5 A Would you mind to be more specific?

6 Q Well, I'm just going back to your statement  
7 earlier about the relationships of two people not  
8 married or married but -- you know, that engage in  
9 behavior that's not sex and we've broken that down  
10 to intercourse. So I'm just curious and just  
11 wondering whether there's something in the Bible  
12 that deals with that variation.

13 A The Bible would tell you to only have love or  
14 romantic feelings for the person whom you've  
15 promised to be their spouse for the rest of your  
16 life. We do not go to chapter and verse for every  
17 instance of how to live out the principle of  
18 righteous living.

19 But to answer your question, if two unmarried  
20 people that were not working on a project together  
21 were spending a great deal of time together, we  
22 would feel it appropriate to ask some questions of  
23 why they're spending so much time together in the  
24 workplace when they're not working together in an  
25 effort to help them not make mistakes further by

1 ignoring that behavior.

2 Q Okay. And when you just gave that scenario  
3 of spending a lot of time together, two people who  
4 are not married spending a lot of time together, is  
5 that in the workplace working on a specific project  
6 or is that outside of the workplace?

7 A It would be in the workplace if they're  
8 spending a disproportionate amount of time together  
9 or showing flirtatious behavior or some other  
10 behavior that might not be acceptable to their  
11 spouse if they were here.

12 Q Okay. So, are men and women assigned on big  
13 projects together or is that avoided?

14 A It is not a consideration in getting the work  
15 done. Yes, men and women are assigned to work  
16 together on large projects.

17 Q Okay. Y'all just keep a closer eye on them?

18 A No. We really are not policing or walking  
19 around seeking this behavior. We really only deal  
20 with these things as they come up or become obvious  
21 or present themselves to us.

22 Q Okay. And the distinction between  
23 intercourse and oral sex where y'all decided to draw  
24 the line, what was the situation where that came  
25 about?

1 A I do not recall the exact situation that that  
2 came about. It has been the line at which we've  
3 made that decision for a very long time.

4 Q Okay. Was the discussion had when some  
5 issues came up about [REDACTED]

6 A Was the discussion about sexual intercourse  
7 had?

8 Q Yes. Sexual intercourse is not okay versus  
9 oral sex which is okay.

10 MS. SANDERS: Object to the form.

11 You can answer that.

12 BY MS. COLLINS:

13 Q Did it come about -- and I'm using that term  
14 loosely when I say is okay. I guess when I'm saying  
15 is okay, the company sees that as being redeemable  
16 if they've just had oral sex. Is that fair to say?

17 A I would not phrase it that way. I would  
18 phrase it as saying that we have decided the point  
19 at which a couple has gone so far as to have sexual  
20 intercourse, that that is not redeemable for their  
21 employment.

22 We have not made blanket decisions on other  
23 scenarios. They really are addressed depending on  
24 the facts and circumstances of the situation.

25 Q Okay. Now, specifically with respect to oral

1 sex and having that come up in a specific situation,  
2 that came up with respect to [REDACTED] right?

3 A It did.

4 Q Okay. And that came about because his wife,  
5 [REDACTED], came to the company and made them  
6 aware that he had engaged in extramarital affairs.

7 A That's correct.

8 Q Okay. And so the company got involved in  
9 that situation and determined because he did not  
10 have intercourse, but he did admit to having oral  
11 sex, that he could continue his employment.

12 A There was a lot more involved in that  
13 situation, as would be the case with each unique  
14 situation.

15 [REDACTED] and his wife were seeking  
16 reconciliation. Their counselors and pastors were  
17 involved in the conversation. It was not a  
18 knee-jerk response that since he had not had sexual  
19 intercourse that his employment would continue.

20 MS. SANDERS: As a reminder, this  
21 portion of the deposition is for attorneys' eyes  
22 only.

23 BY MS. COLLINS:

24 Q And the determination that he had not had  
25 sexual intercourse, what was that based on?

1 A That was based on his comments.

2 Q Okay. But didn't their pastors confirm that  
3 there had been multiple allegations of infidelity  
4 with [REDACTED] and his wife possibly involving  
5 sex?

6 A I was not present at any meeting with the  
7 pastors.

8 Q Okay. Do you have an understanding as to  
9 what the pastors informed the company?

10 A Very broadly. Not specifically at all.

11 Q Okay.

12 A I never had --

13 (Overlapping speech.)

14 Q Broadly, what was your understanding?

15 A Broadly, my understanding is that [REDACTED] and  
16 [REDACTED] had been walking with them, and by that I  
17 mean counseling over a period of time to improve  
18 their marriage. But I am unaware of any specific  
19 comments that they made about his actions.

20 Q Okay. But did you know that the problems in  
21 their marriage were due to multiple acts of  
22 infidelity?

23 MS. SANDERS: Object to the form, but he  
24 can answer that.

25 THE WITNESS: I was not sure what all of

1 the elements of the problems in their marriage were.

2 BY MS. COLLINS:

3 Q Okay. Well, did you review any e-mails from

4 [REDACTED]?

5 A Not to my knowledge.

6 Q Did you review any -- the letter that her

7 father sent in to the company about [REDACTED]

8 infidelity?

9 A Not that I remember. I was not very involved

10 in the decisions or discussions or meetings with

11 [REDACTED] and [REDACTED] outside of any full board

12 conversation.

13 Q Okay. But you were made aware that [REDACTED]

14 [REDACTED] had an affair with a former employee.

15 A I was.

16 Q Has the company fired employees for having

17 what's known as an emotional affair before?

18 A Would you mind to define emotional affair?

19 Q One that does not involve intercourse or oral  
20 sex.

21 A I do not recall specific examples where

22 employees were terminated for those things.

23 Q Okay. Is pornography covered under the

24 righteous living clause -- or core value?

25 A By covered, if you mean does it violate the

righteous living core value, yes, it does.

Q           Okay. But if an employee is caught looking at pornography, if the company finds out about it, is there some effort to rehabilitate that employee?

A Yes. As with most things that we feel violate the righteous living core value, if the person is willing to seek help with drug addiction or pornography addiction and involves usually some professional help, they are typically not terminated for that behavior the first time.

Q        And for those types of addiction that you've just described, are you -- those primarily involve male employees, correct?

A No.

Q        Can you think of a female employee that had a pornography addiction?

A I cannot recall a name, but I recall instances of employees struggling with pornography, female employees.

O Can you recall a name?

A        No. And it's -- I am unable to pull together names and dates on these situations. And that is a vague memory and may not be entirely accurate. It's the best of my memory.

I seem to recall at least one female who was

1 struggling with pornography, though the majority of  
2 people dealing with pornography I would agree would  
3 be men.

4 Q Okay. And with respect to a woman that gets  
5 pregnant as a result of having sex outside of  
6 marriage, they don't get a second chance; is that  
7 correct?

8 A We would not make any decision around  
9 employment based on pregnancy. If they had sex  
10 outside of marriage, just as if the male had sex  
11 outside of marriage, then the assumed decision --  
12 unless made otherwise, the assumed decision would be  
13 termination based on having sex outside of marriage.

14 Q And you would agree with me that a woman, as  
15 a general rule, cannot hide a pregnancy.

16 A As a general rule.

17 Q Okay. And that she does have a right to come  
18 to the company and inform them if she is going to be  
19 needing FMLA for pregnancy -- irrespective of how  
20 that pregnancy comes about, she still has that right  
21 to come to the company and inform them that she  
22 needs FMLA, just like anybody else, to take time off  
23 for her pregnancy.

24 A I do agree she does have that right to  
25 inform.

1 Q Okay. But if a woman comes to the company  
2 and requests FMLA for a pregnancy and they're not  
3 married, the company is going to terminate them.

4 MS. SANDERS: Object to the form.

5 You can answer it.

6 THE WITNESS: Having sex outside of  
7 marriage, the presumed decision is that that person  
8 can no longer work here. It would still be a  
9 decision made at that time, but that is the assumed  
10 decision.

11 BY MS. COLLINS:

12 Q And with respect to [REDACTED] the company  
13 at some point found out that he had been dishonest  
14 about the extent of the sexual relationships he had  
15 engaged in outside of marriage; is that correct?

16 A I was not in any meeting where [REDACTED] -- I was  
17 not in any meeting with [REDACTED] period, that I  
18 recall on this topic.

19 Q Okay. I'm not asking about a specific  
20 meeting you were in with [REDACTED] but you were  
21 on the operating board, correct?

22 A Correct.

23 Q And the operating board was involved in the  
24 [REDACTED] situation when it came to light that he  
25 eventually was asked to resign, correct?

1 A Correct.

2 Q Okay. And as part of that, you have  
3 knowledge that it came to light that he had been  
4 dishonest about the extent of the sexual  
5 relationships he had had outside of his marriage.

6 A That is correct.

7 Q Okay. And the person that brought that to  
8 light was a former employee who he had an  
9 extramarital affair involving sexual intercourse  
10 with, correct?

11 A Correct.

12 Q Okay. You just let me know if you need a  
13 break at any point in time for any reason.

14 A Okay.

15 Q I'm just going to move a little bit slow here  
16 for a little bit. I'm going to try to wipe out a  
17 few things from my outline.

18 Does the company also prohibit employees who  
19 are -- does it prohibit employees from living with  
20 someone that they're not married to that's not just  
21 like a roommate?

22 A Yes.

23 Q Okay. Tell me a little bit about that.

24 A There would be an assumption that a couple  
25 living together is having sex outside of marriage if

**Attorneys Eyes Only**

1       they are living together and not married.

2   Q       Okay. Is that automatic termination?

3   A       Sex outside of marriage, the assumed response  
4       or decision would be that they could no longer work  
5       here. But as with any case, it would be fact  
6       dependent upon that situation. But the presumed  
7       decision is that they could no longer work here.

8   Q       Okay. If they're living with a boyfriend or  
9       girlfriend and they're not married, the presumed  
10      decision would be that they would be terminated?

11     A       Yes.

12            MS. SANDERS: Heather, would you mind if  
13       we took a short break?

14            MS. COLLINS: Yes, that's fine.

15            MS. SANDERS: He might not need one, but  
16       I would appreciate one.

17            MS. COLLINS: Yes. About ten minutes?

18            MS. SANDERS: Sure. Back at 10:45?

19            (Recess observed.)

20   BY MS. COLLINS:

21   Q       Okay. Mr. Galloway, what was the extent of  
22       your involvement in the decision to terminate  
23       Caitlin O'Connor?

24            MS. SANDERS: Objection. Asked and  
25       answered, but he can answer that.

1                   THE WITNESS: I was not involved in that  
2 decision. I was out of the office that week.

3 BY MS. COLLINS:

4 Q                Okay. And which week are you referring to  
5 specifically?

6 A                I don't have the specific dates of that week,  
7 but it was the week that these events transpired.

8 Q                Okay. So you were not involved in the  
9 decision to terminate Caitlin O'Connor.

10 A               That is correct.

11 Q               Did you have any conversations with anyone  
12 about the decision to terminate Caitlin O'Connor?

13 A               No, I did not.

14 Q               When you came back from vacation, had the  
15 decision already been made to terminate Caitlin  
16 O'Connor?

17 A               Yes.

18 Q               Okay. Who informed you of that decision?

19 A               I read it in an e-mail.

20 Q               Okay. In an e-mail from who?

21 A               I believe it was from Suzanne Simms, though  
22 I'm not positive of that fact.

23 Q               Okay. What do you recall generally the  
24 e-mail saying?

25 A               I have very vague memory of the content of

**Attorneys Eyes Only**

1 that e-mail other than the events that had occurred  
2 and the decision that had been reached.

3 Q And sitting here today, do you know if you've  
4 provided that e-mail to Ramsey's attorneys in  
5 connection with this litigation?

6 A I have provided all e-mails that have been  
7 requested.

8 Q Okay. Did you provide that e-mail?

9 A Yes.

10 Q Did you respond to the e-mail in any way?

11 A Not that I recall.

12 Q And other than the e-mail that you think was  
13 from Suzanne Simms, did you talk with anyone about  
14 Caitlin O'Connor's termination?

15 MS. SANDERS: Object to the extent that  
16 asks for attorney/client information, but he can  
17 testify otherwise.

18 THE WITNESS: No.

19 BY MS. COLLINS:

20 Q In preparing for your deposition today, did  
21 you review that e-mail from Suzanne Simms?

22 A I believe I have seen the e-mail conversation  
23 in preparation, though it has been a little while.  
24 It was for our earlier previous deposition date, so  
25 yes.

**Attorneys Eyes Only**

1 Q All right. I'm going to provide you a  
2 document, and this has been previously marked as  
3 Exhibit Number 5 to the depositions in this case.

4 MS. COLLINS: Leslie, if you have that  
5 handy, you can just provide him a hard copy. If  
6 not, I've sent it across on the Zoom again.

7 MS. SANDERS: I think I have a hard  
8 copy. Yes, I do. Is the top of it from Mark Floyd  
9 to --

10 MS. COLLINS: Yes.

11 MS. SANDERS: Okay. I've got that. For  
12 the record, I'm handing him a copy of the document  
13 previously marked Exhibit 5 on June 29th.

14 (WHEREUPON, a document was presented,  
15 previously marked as Exhibit Number 5.)

16 BY MS. COLLINS:

17 Q Just let me know when you've had a moment to  
18 scan through that, Mr. Galloway.

19 A (Reviewing document.) Okay.

20 Q Was this the e-mail that you were referring  
21 to that we were discussing a moment ago?

22 A Yes.

23 Q Okay. So, was it Jen Sievertsen that had  
24 actually sent the e-mail or do you still think it  
25 was Suzanne Simms?

**Attorneys Eyes Only**

1 A I must have been mistaken thinking it was  
2 Suzanne Simms. I apologize for that. But this is  
3 the e-mail thread that I'm referring to.

4 Q Okay. And are you on the HRC committee  
5 e-mail group?

6 A Yes, I am.

7 Q Okay. And was that the same in 2020?

8 A I was on that in 2020.

9 MS. COLLINS: Okay. If you could pull  
10 up what's been previously marked Exhibit Number 13.  
11 I'm going to send it over as well, just in case you  
12 don't have it.

13 MS. SANDERS: For the record, I've got a  
14 copy of Exhibit 13 that was marked on June 29th,  
15 and I've just handed it to the witness.

16 (WHEREUPON, a document was presented,  
17 previously marked as Exhibit Number 13.)

18 BY MS. COLLINS:

19 Q And just let me know when you've had a moment  
20 to scan through this.

21 A (Reviewing document.) Okay.

22 Q And this is an e-mail thread from around --  
23 well, it's all from May 19th, 2020. It looks like  
24 it's where the HRC committee agenda is being  
25 circulated around that date.

**Attorneys Eyes Only**

1           Do you see that or do you agree with that?

2 A       Yes, I do.

3 Q       Okay. Do you recall -- on the second page of  
4 Exhibit Number 13, do you recall what the team  
5 member discussion was that Finney was talking about  
6 on that day?

7 A       I do not recall.

8 Q       Okay. And up at the top of this e-mail  
9 or the agenda for Tuesday May 19, it lists the  
10 HR committee, and it has your name listed.

11           Were you present on this day as well?

12 A       According to this document, I was present.

13 Q       Okay. So, if you were present on Tuesday --  
14 and I'm back on the first page. It says Tuesday --  
15 well, it says May 19th is a Tuesday. Were you  
16 there that whole week and the next week is the week  
17 that you were gone?

18 A       I do not recall the specific dates. From  
19 this document, it appears I was present on this day.

20 Q       Okay.

21 A       I don't remember -- I don't recall the dates  
22 that I was not in the office following this.

23 Q       Okay. Do you recall where you went on  
24 vacation?

25 A       Yes.

1 Q Just trying to jog your memory.

2 A We went to the beach. We went to Panama City  
3 Beach.

4 Q Okay. Did y'all stay in a rental, like a  
5 condo or a house?

6 A Yes, we did.

7 Q Okay. Do you think it was a Saturday-to-  
8 Saturday rental? That's how most of them are down  
9 there.

10 A I do not recall the specific dates, but  
11 typically we would be gone an entire week and  
12 Saturday to Saturday would be close.

13 Q Okay. Unless you're lucky enough to have a  
14 friend who actually has a condo and they don't  
15 require the Saturday-to-Saturday thing because the  
16 traffic on those two days is terrible, Saturday or  
17 Sunday. But, anyway, I'm going to get back to  
18 asking you real questions.

19 So, at the top of this e-mail thread on  
20 Exhibit Number 13, you also mention that you're  
21 changing the agenda to give -- to give us, I guess  
22 referring to the HR committee, more time to talk  
23 about the [REDACTED] thing and move it up on the agenda.

24 Do you recall what that was, the [REDACTED] thing  
25 around May of 2020?

1 A I don't recall. I looked at the agenda items  
2 to see if it might be on there, but it's not, and I  
3 don't recall what that specific conversation would  
4 have been about.

5 Q Okay. Did y'all keep minutes from those HRC  
6 meetings?

7 A We do not keep minutes, per se. We do send  
8 out decisions that are made by HRC to the operating  
9 board each week.

10 Q Okay. And who typically sends out that  
11 update to the operating board?

12 A Currently, my assistant, Sarah Webb, would  
13 write a rough draft and send to me for corrections,  
14 and then I send that to our operating board.

15 Q Okay. So it comes from your e-mail?

16 A That's correct.

17 Q Okay. Was that the same in 2020?

18 A That is correct.

19 Q Okay. And the rough draft that Sarah -- you  
20 said Sarah creates a rough draft. What does she  
21 create that from or does she sit in on the meetings  
22 and make notes?

23 A Currently, she sits in on the meetings and  
24 makes notes.

25 Q Okay. Was that the same in 2020, where she

1 sat in on meetings?

2 A I don't recall when she started sitting in.

3 It was in 2020 that she started sitting in, but  
4 there was a time where she was not and would still  
5 have created the agenda.

6 Q Okay. When she did not sit in on the  
7 meetings, how did she get the information to create  
8 the rough draft for you to ultimately send out?

9 A Prior to her sitting in the meetings, I would  
10 have taken the notes and sent them out myself.

11 Q Okay. When you took notes, did you take  
12 notes contemporaneously during the HRC meetings?

13 A I would write down decisions or details that  
14 I thought our operating board needed to know. I do  
15 not write down every conversation that we have.  
16 Typically, if they're not important, I will not  
17 update those. And then I go back and create notes  
18 from those and send those to our operating board.

19 Q Okay. So, you just wrote down notes like on  
20 a piece of paper or a notepad and then took those  
21 notes and created a rough draft?

22 MS. SANDERS: Object to the form.

23 You can answer.

24 BY MS. COLLINS:

25 Q The typed-up notes.

1 A Prior to Sarah Webb, I would have, as you  
2 suggested, written down on a piece of paper, the  
3 things, and then gone back and created a document  
4 with a more understandable version of what we  
5 discussed that I would send out.

6 Q Okay. And you just don't remember exactly  
7 when in 2020 you switched from you taking the notes  
8 during the meeting to Sarah taking the notes during  
9 the meeting?

10 A No. I was -- I do see that I was in my  
11 previous position and was not yet in my chief people  
12 officer position. I was in my SEVP position, and I  
13 do not recall when she began attending those  
14 meetings.

15 Q Okay.

16 A And I'm not able to tell by this document  
17 because she did create the agendas, including this  
18 one, before she sat in on the meetings.

19 Q Okay. So, do you think your notes from the  
20 meeting on May 19th, 2020, would have reflected  
21 what the [REDACTED] thing was that's referred to?

22 A I'm not sure. Possibly.

23 MS. COLLINS: Okay. Let's go off the  
24 record. I just need a moment to review my notes.  
25 It shouldn't take but a couple of minutes, but I

1 think I can wrap up.

2 MS. SANDERS: Okay.

3 (Recess observed.)

4 BY MS. COLLINS:

5 Q Mr. Galloway, have you ever heard Dave Ramsey  
6 state publicly that if one of his employees was  
7 caught cheating on their spouse, they would be  
8 terminated?

9 A I'm sorry, there was a little bit of an echo.  
10 Would you mind to repeat?

11 Q Sure. Have you ever -- can you hear me okay  
12 now?

13 A Yes.

14 Q Have you ever heard Dave Ramsey state  
15 publicly that if he found out one of his employees  
16 was cheating on their spouse, he would terminate  
17 them?

18 A I have heard him say that if they were having  
19 sex outside of marriage that he would.

20 Q Okay. Does the company have a pornography  
21 blocker?

22 A I'm sorry? A what?

23 Q A pornography blocker on the computers.

24 A I am not -- I don't know -- I'm not able to  
25 answer that. I don't know.

**Attorneys Eyes Only**

1                   MS. COLLINS: Okay. All right. That's  
2 all I have.

3                   MS. SANDERS: Thank you. Just as a  
4 reminder, this deposition transcript is confidential  
5 until otherwise indicated.

6                   Jerri, that one provision was attorneys'  
7 eyes only, but we can mark it after you send the  
8 transcript.

9                   THE REPORTER: Do y'all want the same  
10 order as last time?

11                  MS. COLLINS: Yes.

12                  MS. SANDERS: Yes.

13                  FURTHER DEPONENT SAITH NOT

14                  (Proceedings concluded 11:15 a.m. CST.)

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## ERRATA PAGE

I, JACKSON GALLOWAY, JR., having read the foregoing deposition, Pages 1 through 49, do hereby certify said testimony is a true and accurate transcript, with the following changes (if any):

PAGE	LINE	SHOULD HAVE BEEN
5	Cover Sheet	"Jackson Galloway" should be "Jack Galloway, Jr."
6		
7	1      17	"Jackson" should be "Jack"
8	4      4	"Jackson" should be "Jack"
9	6      5	"Jackson" should be "Jack"
10	6      13	"Jackson" should be "Jack"
11	50     2	"Jackson" should be "Jack"
12	50     20	"Jackson" should be "Jack"
13	51     9	"Jackson" should be "Jack"
14	Page 4 of Index	"Jackson" should be removed and references moved to "Jack"
15		
16		
17		
18		

**JACKSON GALLOWAY, JR.**

Appleby Law  
Notary Public: Crystal Klimas

**My Commission Expires:** 1/26/2025

25 | Reported by: Jerri L. Porter, RPR, CRR, LCP



1                   REPORTER'S CERTIFICATE

2  
3                   STATE OF TENNESSEE

4                   COUNTY OF Davidson

5  
6                   I, Jerri L. Porter, RPR, CRR, Licensed  
7                   Court Reporter, with offices in Nashville,  
8                   Tennessee, hereby certify that I reported the  
9                   foregoing deposition of JACKSON GALLOWAY, JR. by  
10                  machine shorthand to the best of my skills and  
11                  abilities, and thereafter the same was reduced to  
12                  typewritten form by me. I am not related to any of  
13                  the parties named herein, nor their counsel, and  
14                  have no interest, financial or otherwise, in the  
15                  outcome of the proceedings.

16                  I further certify that in order for this  
17                  document to be considered a true and correct copy,  
18                  it must bear my original signature, and that any  
19                  unauthorized reproduction in whole or in part  
20                  and/or transfer of this document is not authorized,  
21                  will not be considered authentic, and will be in  
22                  violation of Tennessee Code Annotated 39-14-104,  
23                  Theft of Services.

24  
25                  

26  
27                  \_\_\_\_\_  
28                  Jerri L. Porter, RPR, CRR, LCR  
29                  Elite-Brentwood Reporting Services  
30                  Notary Public State of Tennessee



33  
34                  My Notary Public Commission Expires: 2/6/2022  
35                  LCR 335 - Expires: 6/30/2022

















